

**BEFORE THE
PUBLIC SERVICE COMMISSION OF WISCONSIN**

**Investigation Into Ameritech Wisconsin's
Unbundled Network Elements**

6720-TI-161

SETTLEMENT STIPULATION

This stipulation (the "Settlement Stipulation") is entered into by and among the undersigned parties ("Parties"). The Parties hereby submit this Settlement Stipulation to the Public Service Commission of Wisconsin (the "Commission"), and request and recommend that the Commission accept the Settlement Stipulation.

RECITALS

WHEREAS, on December 15, 1999, the Commission issued a Notice of Proceeding and Investigation and Assessment of Costs and Prehearing Conference, opening this investigation of the unbundled network elements of Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin ("Ameritech Wisconsin") (the investigation being referred to herein as "the UNE Cost Docket"); and

WHEREAS, a portion of the UNE Cost Docket was devoted to establish the procedures and methodology which should be used to develop costs and prices for collocation of telecommunications equipment pursuant to the Telecommunications Act of 1996 ("Act"); and

WHEREAS, the following parties, among others, requested and received permission to intervene in the UNE Cost Docket: AT&T Communications of Wisconsin,

L.P.; McLeodUSA Telecommunications Services, Inc.; WorldCom, Inc.; Time Warner Telecom of Wisconsin, L.P.; and TDS Metrocom, LLC; and

WHEREAS, on March 22, 2002, the Commission issued its Final Decision in the UNE Cost Docket; and

WHEREAS, in its Final Decision in the UNE Cost Docket, the Commission also determined that Ameritech Wisconsin should be required to file UNE tariffs, as well as tariffs for collocation, and make them temporarily available to competitors which have filed requests for interconnection or access to UNEs under 47 U.S.C. §§ 251 and 252 (including CLECs which are in the process of opting into the terms of an existing interconnection agreement pursuant to 47 U.S.C. §252(i)), until the negotiation/arbitration procedures implemented by those sections were completed; and

WHEREAS, as part of its Final Decision in the UNE Cost Docket, the Commission made the following finding of fact:

“It is reasonable for Ameritech to provide the CLECs with revised collocation data within 20 days of the issuance of this decision. It is reasonable for the CLECs to rerun and file their Collocation Cost Model (CCM) as adjusted, within 20 days thereafter. The CLECs should simultaneously serve the parties with its compliance filing, subject to applicable confidentiality agreements between the parties.”

and

WHEREAS, the Parties believe a reasonable and viable alternative to rerunning the CCM on the terms set forth in the Final Decision is Commission acceptance of a revised draft collocation tariff, in combination with the terms of this Settlement Stipulation, as a reasonable resolution to the collocation issues in this docket; and

WHEREAS, the Parties have reviewed the terms of a tariff recently filed by Nevada Bell, Inc. pertaining to the terms, rates and conditions regarding collocation (the “Nevada Collocation Tariff”); and

WHEREAS, the Parties agree that the rates, terms and conditions of the Nevada Collocation Tariff are fair, just and reasonable and should be accepted as the rates, terms and conditions upon which collocation may be offered on a tariffed basis by Ameritech Wisconsin, pursuant to the Commission’s Final Decision in the UNE Cost Docket; and

WHEREAS, each of the Parties has had a reasonable, fair and sufficient opportunity to investigate, review and assess the rates, terms and conditions of the Wisconsin Collocation Tariff, and to consult with counsel prior to execution of this Settlement Stipulation; and

WHEREAS, the Parties have agreed to make certain conforming and other changes to the Nevada Collocation Tariff to make it suitable for use and Commission acceptance in Wisconsin (the revised tariff being referred to herein as the “Wisconsin Collocation Tariff”);

COVENANTS

NOW, THEREFORE, the Parties stipulate and agree that:

1. **Wisconsin Collocation Tariff.** Ameritech Wisconsin will file with the Commission the Wisconsin Collocation Tariff, a copy of which is attached hereto as Exhibit “A.”
2. **Effective Date.** The Wisconsin Collocation Tariff shall take effect on May 21, 2002, consistent with the Commission’s Final Decision in the UNE Cost Docket and upon a finding by the Commission that the tariff, in combination with the terms of this

Settlement Stipulation, is a reasonable resolution of the collocation issues in this docket. After a determination by the Commission that the Wisconsin Collocation Tariff, in combination with the terms of this Settlement Stipulation, is a reasonable resolution to the collocation issues in this docket, a Competitive Local Exchange Carrier ("CLEC") may amend or adopt the rates, terms, and/or conditions for collocation in its interconnection agreement, as provided in Paragraph 6, below.

3. Scope. The Parties agree to be fully bound by the terms of this Settlement Stipulation for purposes of settling and resolving the issues addressed in this Settlement Stipulation, and further agree not to appeal or seek judicial review of any order of the Commission to the extent it approves this Settlement Stipulation. Notwithstanding anything in this Settlement Stipulation, the Parties agree that nothing herein shall constitute, for any of them, a waiver of any rights to negotiate and/or arbitrate the rates, terms and conditions pertaining to collocation in the context of interconnection negotiations and arbitrations conducted pursuant to 47 U.S.C. §§ 251 and 252, or to opt into the terms of an existing interconnection agreement pursuant to 47 U.S.C. §252(i), provided that the exercise of any such opt in right is not barred by the terms of any currently effective interconnection agreement between Ameritech Wisconsin and the CLEC wishing to exercise such right.

4. TELRIC Compliance. The Parties hereby waive, only to the extent specifically described in this paragraph 4, in any of the following types of proceedings, any right to contest or otherwise assert that the rates set forth in Exhibit A are outside the range of results that a reasonable application of Total Element Long Run Incremental Cost ("TELRIC") methodology would produce:

- (a) this or any other Wisconsin Commission proceeding, including any appeal of such Wisconsin Commission proceeding, the initiation of which predates the next Wisconsin UNE Cost Docket, and
- (b) any proceeding, occurring within the three years following acceptance of this Settlement Stipulation, in which Ameritech Wisconsin is seeking relief pursuant to 47 U.S.C. § 271 (whether before this Commission, the Federal Communications Commission, a court or other tribunal).

Notwithstanding the above, the Parties expressly reserve any other right, claim or interest not expressly waived herein, including, but not limited to, such rights to contest or otherwise assert that the rates in Exhibit A are outside the range of results that a reasonable application of TELRIC methodology would produce in arbitration proceedings that commence three or more years after the Commission accepts this Settlement Stipulation if no new Wisconsin UNE Cost Docket evaluating collocation costs has been commenced within that time.

5. Jurisdictional Applicability. Each of the Parties agrees on behalf of itself, its affiliates, successors, and assigns that the terms and agreements contained in this Settlement Stipulation are limited to the State of Wisconsin and are not portable by any mechanism to any other jurisdiction except upon the explicit agreement of the relevant parties in such other jurisdiction.

6. Implementation.

- (a) Interconnection Agreement Amendment. At its option, a CLEC may amend its currently effective interconnection agreement with Ameritech Wisconsin in order to implement the rates, terms and conditions of the Wisconsin

Collocation Tariff by: (1) amending its interconnection agreement to replace the collocation provisions therein by adopting by reference the Wisconsin Collocation Tariff in its entirety (including all rates, terms and conditions set forth in the Tariff, as may be modified from time to time) or (2) amending its pricing appendix or schedule or similar section of its currently effective interconnection agreement to incorporate the rates of the Wisconsin Collocation Tariff without adopting such terms and conditions, to the extent allowed by, and in a manner and procedure consistent with, the terms of its currently effective interconnection agreement. Any such amendment made pursuant to this subparagraph shall be deemed effective ten (10) days after approval of the amendment by the Commission. Ameritech Wisconsin will apply the rates implemented by an interconnection agreement amendment made pursuant to this Paragraph 6 effective May 21, 2002 *provided that* such an amendment is requested in writing to Ameritech within forty-five (45) days after the Commission determines that the Wisconsin Collocation Tariff is reasonable. In the event a CLEC requests an amendment to its effective interconnection agreement after such forty-fifth (45th) day, the effective date of the rates implemented by such an amendment will be determined solely by the terms and conditions of its interconnection agreement, unless otherwise agreed by Ameritech Wisconsin and the CLEC in the amendment. Ameritech Wisconsin, without limitation by enumeration, acknowledges and agrees that TDS Metrocom, LLC, McLeodUSA Telecommunications Services, Inc. and Time Warner Telecom of Wisconsin, L.P. are each able to proceed under

paragraph 6(a)(2), pursuant to its interconnection agreement, to adopt the rates of the Wisconsin Collocation Tariff, without adopting the terms and conditions of the Wisconsin Collocation Tariff.

- (b) Prospective Effect. Except as may otherwise be provided in an amendment entered into as set forth in Paragraph 6(a) above, any amendment to an interconnection agreement made pursuant to this Paragraph 6 shall be effective on a prospective basis only, including for non-recurring and recurring charges. The rates implemented via an interconnection agreement amendment made under this Paragraph 6 shall apply to existing collocation arrangements that were established under terms and conditions established pursuant to 47 U.S.C. § 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such collocation. Adoption of a new rate structure shall not, by itself, require purchaser to incur any new, non-recurring collocation area modification charges. By executing this Stipulation, no party waives any right to claim or assert that the rates of the Wisconsin Collocation Tariff apply or should apply to collocation arrangements that were not established under terms and conditions established pursuant to 47 U.S.C. § 251(c)(6).

- (c) Applicability of Tariff Charges for Pre-Established Collocation Arrangements.

Any collocation arrangement, the terms of which were established prior to the effective date of an amendment made pursuant to this Paragraph 6, shall not be subject to any additional non-recurring charge(s) under the Wisconsin Collocation Tariff that recover the costs of establishing a collocation

arrangement, except as may be applicable to new or subsequent work to or for such existing collocation arrangement. In addition, any collocation arrangement, the terms of which were established prior to the effective date of an amendment made pursuant to this paragraph, shall not be subject to the recurring charges as set forth on Exhibit "B" hereto that recover the costs of establishing a collocation arrangement, *provided that*, the CLEC has paid all non-recurring charges associated with the collocation arrangement (other than those charges that have been discharged pursuant to Title 11, United States Code) prior to the effective date of the amendment. In no event shall this subparagraph 6(c) limit or otherwise prevent Ameritech Wisconsin from charging, or relieve any collocater from paying, any applicable charge incurred prior to the effective date of an amendment made pursuant to this paragraph.

7. Nomenclature. The Wisconsin Collocation Tariff attached hereto as Exhibit "A" contains numerous references to electrical power that are expressed in terms of "amps." For purposes of the Wisconsin Collocation Tariff, the Parties stipulate that the term "amps" is to be construed as amps actually ordered or requested by a CLEC for its collocation arrangement in its future collocation application(s) or future request(s) for changes or modifications of existing collocation arrangements. The Parties further stipulate that, for all collocation arrangements existing at the time this Settlement Stipulation is accepted by the Commission, the current billing arrangements for number of amps and price per amp will continue to be assessed until such time as: (a) the Commission should issue a final decision or order in a subsequent investigation of

Ameritech Wisconsin's unbundled network elements, including rates, terms and conditions for collocation; or (b) a collocating CLEC shall request changes or modifications to an existing power capacity arrangement for a currently existing collocation arrangement. In the event the Commission should issue a final order or decision in a subsequent investigation of Ameritech's unbundled network elements, including rates, terms and conditions for collocation, the Commission's final order or decision shall apply according to its terms and the terms of the CLEC's then-currently effective interconnection agreement. In the event a CLEC should request changes or modifications to an existing power capacity arrangement for a currently existing collocation arrangement, the rates set forth in Exhibit "A" for power amperage shall apply to the power capacity arrangement, as modified or changed.

8. Non-Severability. The provisions of this Settlement Stipulation are not severable and shall become effective only after the Commission has entered an order accepting the Settlement Stipulation and finding that the Wisconsin Collocation Tariff is reasonable, without modification. In the event that this Settlement Stipulation is not approved in whole by the Commission, it shall be deemed withdrawn without prejudice to any claims or contentions which may have been made in the UNE Cost Docket by any of the Parties, and no part of this Settlement Stipulation shall be admissible in evidence or in any way described or discussed in any proceeding after such withdrawal. The Commission's acceptance of this Settlement Stipulation shall not constitute approval of, or a precedent regarding, any principle or issue for any other purpose.

9. Cooperation. The Parties agree to cooperate with each other in presenting this Settlement Stipulation to the Commission and to take no action, direct or indirect, in

opposition to the request for Commission acceptance . As part of such request, the Parties agree to recommend to the Commission the acceptance of this Settlement Stipulation without change or modification, as a reasonable implementation of the collocation issues resolved in the Final Decision.

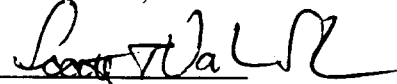
10. Entire Agreement. This Settlement Stipulation constitutes the entire agreement between the Parties relating to the submission of collocation tariffs as required by the Commission's Final Decision.

11. Modification. This Settlement Stipulation shall not be modified or amended except by written agreement of all the Parties.

12. Execution. This Settlement Stipulation may be signed in one or more counterparts.

RESPECTFULLY SUBMITTED this 2nd day of October , 2002.

Wisconsin Bell, Inc.

By: 

Its: Vice President Regulatory

AT&T Communications of Wisconsin, L.P.

By: Clark M. Stalker

Its: ATTORNEY

McLeodUSA Telecommunications Services, LLC

By: Peter Z. Gark

Its: Attorney

TDS Metrocom, LLC

By: Peter Z. Gark

Its: Attorney

WorldCom, Inc.

By: _____

Its: _____

Time Warner Telecom of Wisconsin, L.P.

By: _____

Its: _____

McLeodUSA Telecommunications Services, LLC

By: _____

Its: _____

TDS Metrocom, LLC

By: _____

Its: _____

WorldCom, Inc.

By: Deborah Kuhn
Deborah Kuhn

Its: Counsel

Time Warner Telecom of Wisconsin, L.P.

By: _____

Its: _____

McLeodUSA Telecommunications Services, LLC

By: _____

Its: _____

TDS Metrocom, LLC

By: _____

Its: _____


WorldCom, Inc.

By: _____

Its: _____

Time Warner Telecom of Wisconsin, L.P.

By: _____


PAMELA H. SHERWOOD

Its: Vice President of Regulatory
Midwest Region